

2 BERKELEY STREET SUITE 600 TORONTO ONTARIO M5A 4J5 TEL: 418-203-3003 FAX: 418-203-0646 WEB: WWW.OCULUSINFO.COM

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND IT, AND THAT BY INSTALLING OR USING THE SOFTWARE, YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE RIGHTS AND LIABILITIES OF THE PARTIES RELATING TO THE SUBJECT MATTER THEREIN.

days.

Signature

Er: Voung

Name

ARRE- Chief

Title

Ogde 7015Ce Deate

Company Name / Government Department

Licensdr

William Wright, Sr. Pantner and President

Oculus Info Inc.

Date

ATTEST

Stand //anne City Recorder





2 BERKELEY STREET SUITE 600 TORONTO ONTARIO M5A 4J5 TEL; 418-203-3003 FAX; 418-203-0846 WEB: WWW.OCULUSINFO.COM

GEOTIME® SOFTWARE FROM OCULUS INFO INC. - SOFTWARE LICENSE AGREEMENT

BY INSTALLING OR USING THE GeoTime SOFTWARE, YOU ARE CONSENTING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY RETURN THIS SOFTWARE. THE TERM "SOFTWARE" IN THIS AGREEMENT INCLUDES COMPUTER PROGRAMS AND RELATED DOCUMENTATION AND ANY UPDATES SUBSEQUENTLY PROVIDED BY OCULUS INFO INC.

Use of SOFTWARE: Oculus Info Inc. (OCULUS) has proprietary rights in GeoTime (SOFTWARE). GeoTime® is a trademark of Oculus Info Inc. Ownership of and title to all SOFTWARE and all copies thereof, including associated intellectual property rights and copyrights, are and shall remain with OCULUS. (1) OCULUS grants you limited rights to use the SOFTWARE solely for your internal business purposes deploying to _____ number of users. Any other use of the SOFTWARE is not permitted. You may install and use one copy of the SOFTWARE on a single computer at a time and only by one user at a time. (2) No unauthorized copying of the SOFTWARE, making the SOFTWARE available to third parties, or attempting to commercialize the SOFTWARE is permitted. (3) You may not use, modify, copy or transfer the program, in whole or in part, except as expressly permitted by this Agreement. Reverse engineering, decompiling, disassembling the object code, and creating derivative works based on the SOFTWARE are prohibited. (4) You may not derive a replacement for the SOFTWARE, including but not limited to the reproduction of the functionality and look of the user interface nor will you allow anyone else to do so. (5) You acknowledge that the SOFTWARE, and elements thereof, constitute valuable trade secrets, proprietary methods and other property of OCULUS and that the unauthorized use or disclosure of confidential or proprietary information may cause irreparable damage to OCULUS, who may seek injunctive and other relief as permitted by law. (6) You hereby grant and assign to OCULUS all Intellectual Property rights you may now or hereafter possess in the SOFTWARE, Documentation and Confidential Information, and all derivative works thereof and agree to execute all documents, and take all actions, that may be necessary to confirm such rights. (7) If this License Agreement is terminated for any reason, you agree to return or destroy all copies of the SOFTWARE and associated documentation, to erase all SOFTWARE from your systems, and to certify compliance upon request. (8) You agree that your rights under this Agreement are personal and nonexclusive and may not be assigned or otherwise transferred. (9) OCULUS retains the right to audit your use of the SOFTWARE including but not limited to verifying the number of copies of the SOFTWARE. Violation of any of the above provisions constitutes a breach of this Agreement and will automatically terminate your license rights under this Agreement.

Warranty: THE SOFTWARE IS FURNISHED TO YOU "AS IS" AND OCULUS, IT'S AGENTS, AFFILIATES, CONTRACTORS, AND SUPPLIERS DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

Limitation of Liability: OCULUS (INCLUDING HEREIN ITS AFFILIATES) SHALL IN NO EVENT BE LIABLE TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR SPECIAL, INDIRECT, ECONOMIC, INCIDENTAL, TORT OR CONSEQUENTIAL DAMAGES OR LOSS ARISING OUT OF THE PROVISION OF THE PRODUCTS, SOFTWARE OR SERVICES OR IN ANY WAY ARISING OUT OF THIS AGREEMENT, WHETHER IN AN ACTION ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, DELAY, NEGLIGENCE, STRICT TORT LIABILITY, OR ANY OTHER THEORY. OCULUS' TOTAL AGGREGATE LIABILITY FOR DAMAGES STEMMING FROM THIS AGREEMENT IRRESPECTIVE OF THEIR NATURE IS LIMITED TO \$100.00.

Term: All of the licenses granted hereunder shall automatically terminate if you breach any of the terms and conditions stated herein. Upon such breach, you agree to destroy all copies of the SOFTWARE and discontinue use thereof.

Misc: For Licensee corporations headquartered or Licensee individuals domiciled in the United States this Agreement shall be construed in accordance with and governed by the laws of the State of New York. For Licensee corporations headquartered or Licensee individuals domiciled in Canada or jurisdictions other than the United States this Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario, Canada.

Notwithstanding any other agreements written or oral, the license terms contained in this agreement govern all aspects of this SOFTWARE and the rights and obligations of the Licensee and Oculus with respect to this SOFTWARE and these terms cannot be altered except through written amendment signed by the parties.